

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|------------------------------|--|
| In re Application of: | Chad G. Harris, Matthew L. Hawk, Timothy J. Mickley |
| Application No.: | 10/781775 |
| Filed: | February 20, 2004 |
| For: | Variable Depth Injection Device and Method |
| Examiner: | Quynh-Nhu Hoang Vu |
| Group Art Unit: | 3763 |

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Docket No.: S63.2B-13993-US01

ASSIGNEE'S STATEMENT OF OWNERSHIP 37 CFR 3.73(B)

Boston Scientific Scimed, Inc., a corporation, is the assignee of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From : Chad G. Harris, Matthew L. Hawk, Timothy J. Mickley
To: Scimed Life Systems, Inc.
The document was recorded in the Patent and Trademark Office at Reel 015007, Frame 0031, or for which a copy thereof is attached.
2. From : Scimed Life Systems, Inc.
To: Boston Scientific Scimed, Inc.
The document was recorded in the Patent and Trademark Office at Reel 018305, Frame 0154, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

The undersigned is empowered to sign this statement of ownership certificate on behalf of the assignee.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

Date: July 1, 2008

By: /James M. Urzedowski/

James M. Urzedowski
Registration No.: 48596

6640 Shady Oak Dr., Suite 400
Eden Prairie, MN 55344-7834
Telephone: (952) 563-3000
Facsimile: (952) 563-3001
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 19, 2004

PTAS



102679931A

KENYON & KENYON
DOUGLAS E. RINGEL
1500 K STREET, NW
SUITE 700
WASHINGTON, DC 20005

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/20/2004

REEL/FRAME: 015007/0031
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HARRIS, CHAD G.

DOC DATE: 02/10/2004

ASSIGNOR:

HAWK, MATTHEW L.

DOC DATE: 02/11/2004

ASSIGNOR:

MICKLEY, TIMOTHY J.

DOC DATE: 02/10/2004

ASSIGNEE:

SCIMED LIFE SYSTEMS, INC.
ONE SCIMED PLACE
MAPLE GROVE, MINNESOTA 55311-1566

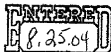
SERIAL NUMBER: 10781775

FILING DATE: 02/20/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: VARIABLE DEPTH INJECTION DEVICE AND METHOD



015007/0031 PAGE 2

LENELL MACKALL, SUPERVISOR
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

02-27-2004

U.S. DEPARTMENT OF COMMERCE
U S Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of P

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ad original documents or copy thereof.

1. Name of conveying party(ies):

Chad G Harris
Matthew L Hawk
Timothy J Mickley

2. Name and address of receiving party(ies)

SCIMED LIFE SYSTEMS, INC.
ONE SCIMED PLACE
MAPLE GROVE, MN 55311-1566

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: 2/10/2004; 2/11/2004; 2/10/2004

4. Application number(s) or patent number(s):

10781775

If this document is being filed together with a new application, the execution date of the application is: February 10, 2004,
February 11, 2004

A. Patent Application No (s)

B. Patent No (s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Douglas E. Ringel
Kenyon & Kenyon
1500 K Street, NW
Suite 700
Washington, DC 20005

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0600

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David R. Schaffer, Reg. No. 43,089
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/26/2004 EDCOOPER 00000126 110600 10781775

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ASSIGNMENT

WHEREAS, We,

- 1) Chad G. Harris, a citizen of the United States of America;
- 2) Matthew L. Hawk, a citizen of the United States of America; and
- 3) Timothy J. Mickley, a citizen of the United States of America.

residing at

- 1) 11451 77th ST. N.E., Albertville, MN 55301;
- 2) 8765 Palmgren Ave. N.E., Otsego, MN 55330; and
- 3) 21870 Xenon Street, Elk River, MN 55330.

(hereinafter also referred to as "the Assignors"); have invented new and useful improvements in **VARIABLE DEPTH INJECTION DEVICE AND METHOD**, for which we have made an application for Letters Patent of the United States, said application being filed in the United States Patent and Trademark Office herewith; and

WHEREAS, SCIMED LIFE SYSTEMS, INC., organized and existing under and by virtue of the laws of the State of Minnesota, having an office at One SCIMED Place, Maple Grove, Minnesota 55311-1566, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to me, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10 day of February, 2004.

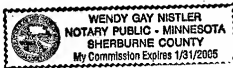
Chad G. Harris
Chad G. Harris

United States of America)

State/Commonwealth of Minnesota) ss.:

County of Hennepin)

On this 10th day of Feb 2004, before me personally came **Chad G. Harris**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.



Wendy G. Nistler
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of February, 2004.

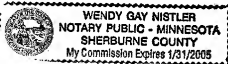
Matthew L. Hawk
Matthew L. Hawk

United States of America)

State/Commonwealth of Minnesota) ss.:

County of Hennepin)

On this 11th day of Feb 2004, before me personally came Matthew L. Hawk, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.



Wendy M. Nistler
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of February, 2004.

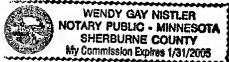
Timothy J. Mickley
Timothy J. Mickley

United States of America)

State/Commonwealth of Minnesota) ss.:

County of Hennepin)

On this 10th day of Feb 2004 before me personally came **Timothy J. Mickley**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.



Wendy G. Nistler
Notary Public



162 329736

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 26, 2006

PTAS



103309238A

FRED T. GRASSO
KENYON & KENYON LLP
1500 K STREET, N.W., SUITE 700
WASHINGTON, DC 20005UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 09/14/2006

REEL/FRAME: 018305/0154
NUMBER OF PAGES: 5

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SCIMED LIFE SYSTEMS, INC.

DOC DATE: 12/22/2004

ASSIGNEE:

BOSTON SCIENTIFIC SCIMED, INC.
ONE SCIMED PLACE
MAPLE GROVE, MINNESOTA 55311

SERIAL NUMBER: 10781775

FILING DATE: 02/20/2004

PATENT NUMBER:

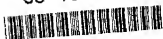
ISSUE DATE:

TITLE: VARIABLE DEPTH INJECTION DEVICE AND METHOD

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISIONRECEIVED
SEP 27 2006
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

SEP 14 2006

09-19-2006

U.S. Department of COMMERCE
United States Patent and Trademark Office

103309238

To the Director of the U.S. Patents and Trade

new documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
SCIMED LIFE SYSTEMS, INC.

2. Name and address of receiving party(ies)

Name: BOSTON SCIENTIFIC SCIMED, INC.

Execution Date(s) December 22, 2004Additional name of conveying party(ies) attached? ☐ Yes ☒ No

Internal Address:

Street Address: One Scimed PlaceCity: Maple GroveState: MinnesotaCountry: U.S.A. Zip: 55311Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☒ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other _____

4. Application number(s) or patent number(s):

☐ This document is being filed together with a new application.A. Patent Application No (s)
10/781,775

B. Patent No (s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Fred T. GrassoInternal Address: KENYON & KENYON LLPStreet Address: 1500 K Street, N.W., Suite 700City: WashingtonState: DC Zip: 20005Phone Number (202) 220-4311Fax Number: (202) 220-4201Email Address: fgrasso@kenyon.com6. Total number of applications and patents involved: 17. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card
- ☒ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affected) (title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 11-0590Authorized User Name KENYON & KENYON9. Signature: Fred T. Grasso

September 14, 2006

Signature

Date

Fred T. Grasso, Reg. No. 43,644

Total number of pages including cover sheet, attachments, and documents: 1

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

I-1170

ARTICLES OF MERGER OF
BOSTON SCIENTIFIC SCIMED, INC.
WITH AND INTO
SCIMED LIFE SYSTEMS, INC.

Pursuant to Minnesota Business Corporation Act, Section 302A, the undersigned, Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), and Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), hereby adopt the following Articles of Merger for the purpose of merging BSS with and into Scimed Life, with Scimed Life being the surviving corporation.

1. The Agreement and Plan of Merger between BSS and Scimed Life dated as of December 15, 2004 (the "Merger Agreement"), as required by Minnesota Business Corporation Act, Section 302A.615, subdivision 1, is attached hereto as Exhibit I.

2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

3. The Board of Directors and all of the shareholders of Scimed Life approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.

5. The merger shall be effective upon the later of 12:01 a.m. on January 1, 2005 or the filing of these Articles of Merger with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22 day of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

SCIMED LIFE SYSTEMS, INC.

By: 

Paul A. LaViolette
Chief Executive Officer and President

By: 

Paul W. Sandman
Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHEREAS, BSC, Wayne, BSS and Scimed Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of directors of BSS and Scimed Life have, by resolutions duly adopted, determined that a merger of BSS with and into Scimed Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger;

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. The Merger shall take effect in accordance with the plan of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.
2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement.

3. Assignment This Merger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.

4. Amendment and Waiver The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.

5. Notices All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed by first class mail, return receipt requested, or when receipt is acknowledged by return telecopy if telecopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).

6. Counterparts This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman
Chief Executive Officer

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 22 2004


Secretary of State

PLAN OF MERGER
OF
BOSTON SCIENTIFIC SCIMED, INC.
INTO
SCIMED LIFE SYSTEMS, INC.

1. Scimed Life Systems, Inc. ("Scimed Life") is a business corporation whose jurisdiction of organization is the State of Minnesota. Boston Scientific Scimed, Inc. ("BSS") is a business corporation whose jurisdiction of organization is the State of Minnesota.
2. BSS (the non-surviving corporation) hereby merges with and into Scimed Life (the surviving corporation) pursuant to the provisions of Section 302A.601 of the Minnesota Business Corporation Act.
3. The separate existence of BSS shall cease upon the effective date of the merger pursuant to the provisions of the Minnesota Business Corporation Act, and Scimed Life shall continue its existence as the surviving corporation pursuant to the provisions of the Minnesota Business Corporation Act.
4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.
5. The merger described herein shall be effective (the "Effective Time") upon the later of 12:01 a.m. on January 1, 2005 or the filing of the Articles of Merger with the Secretary of State of the State of Minnesota.
6. The 4,919,847 shares of common stock, \$.01 par value, of BSS issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for 628 validly issued, fully paid and nonassessable shares of common stock, \$.05 par value of the surviving corporation, and a new certificate shall be issued representing such shares.
7. The directors of BSS immediately prior to the Effective Time shall be the directors of the surviving corporation, and the officers of BSS immediately prior to the Effective Time shall be the officers of the surviving corporation.
8. This plan may be terminated and the merger abandoned by the boards of directors of Scimed Life and BSS at any time prior to the Effective Time.
9. The officers of each of BSS and Scimed Life are authorized, empowered, and directed to take any and all actions that, in their discretion, are necessary to consummate the transactions contemplated by the Plan of Merger or which may be in any way necessary or proper to effect such merger.